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ABSTRACT

A consortium of the Colorado association of local directors of vocational education, professional staff of the Colcrado State Board for Community Colleges and Occupational Education, and personnel of the Department of Vocational Education at Colorado State University planned and developed instructional packages and media for the in-service education of local vocational administrators. The products generated by this project enable the local vocational administrators to earn three semester hours of graduate credit upon completion of the fifteen modules. Existing vocational administrative materials and courses were adapted to a programmed materials format while videotapes, slide-cassettes, and other media to facilitate learning were prepared. Student learning guides and self-evaluation instruments were developed as well as feedback forms. Following the field testing and revision of the curriculum, media, and Teaching Activities Packages, the materials were then duplicated and disseminated. Upon completion of the project activities, it was concluded that the utilization of TV tapes, slide tape presentations, and programmed instructional material is an effective and efficient method for improving leadership and administrative skills for local vocational directors. (The appendixes include the three learning modules on professional negotiations in vocational education, vocational administrators' liability, and a systems approach for a safety and health program.) (ELG)

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ED174779

FINAL REPORT

State ID No. 18642
CSU Project No. 31-1974-0377

Sub-Contract with Colorado State Board
for Community Colleges and Occupational Education
Through USOE, Region VIII, HEW

PREPARATION AND UTILIZATION OF INSTRUCTIONAL PACKAGES AND MEDIA FOR LOCAL DIRECTORS OF VOCATIONAL EDUCATION (IN-SERVICE EDUCATION)

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and
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The research reported herein was performed pursuant to a sub-contract with the Colorado State Board for Community Colleges and Occupational Education under the Educational Professions Development Act, Section 553 - Part F from the Office of Education, Region VIII, U.S. Department of Health, Education, and Welfare. Contractors undertaking such projects under Government sponsorship are encouraged to express freely their professional judgment in the conduct of the project. Points of view or opinions stated do not, therefore, necessarily represent official Office of Education position or policy.

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September, 1978

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ACKNOWLEDGEMENTS

It is appropriate to acknowledge the efforts of many persons whose assistance, cooperation, and special efforts contributed greatly to the success of this project. Special credits and recognition are due to: Mr. John Charlesworth, Graduate Research Assistant, Department of Vocational Education, Colorado State University; and Mr. Joe V. Holst, Graduate Student, Department of Vocational Education, Colorado State University, for their timely suggestions and encouragements in the planning and implementation of the project.

Special thanks is extended to our Consulting Committee Members identified in Appendix A who shared their expertise with the Co-Directors in the planning and implementation of this project.

In addition, special recognition is given to Ms. Connie Mondragon, secretary, for her attention to details in the conduct of this project and assistance with the final report.

Ivan E. Valentine
Project Co-Director

Milton E. Larson
Project Co-Director

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REPORT SUMMARY

GRANT NUMBER: State ID No. 18642
CSU Project No. 31-1974-0377

TITLE: Preparation and Utilization of Instructional Packages and Media for Local Directors of Vocational Education (In-Service Education)

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The purpose of the consortium effort was that this approach, utilizing the combined resources of related agencies, would provide the greatest potential for serving the needs of the target group. Utilization of the management approach in this effort did provide the coordination and financial planning to assure efficient and effective use of all available resources. Furthermore, a simple, unified, and coordinated program was developed and coordinated with Colorado State University's existing administration graduate programs. Thus, the Colorado leadership development program, through the in-service concept under the coordination of a management team, is a viable effort to improve leadership in Colorado.

This project was designed to help the new and experienced vocational administrators to learn faster and more completely the functions and the processes essential for both effective administration and supervision. The procedure utilized in this project was designed to provide more effective and viable training to local vocational administrators in all areas in Colorado in a format that is functional and meaningful to them.

INTRODUCTION

Colorado's vocational leadership through its local directors is seeking dynamic in-service education. The Colorado leadership program will provide in-service education to meet the specific needs and interests of local vocational administrators in the Colorado delivery system. The activities were designed to achieve the objectives of extending administrative capabilities and concurrently enhancing leadership abilities on an individual basis. A consortium between the local directors' association, professional staff of the Colorado State Board for Community Colleges and Occupational Education, and personnel of the Department of Vocational Education at Colorado State University planned and developed instructional packages and media for the improvement of local vocational administrative personnel. This was a continuation of the proposal funded in 1976-77. The fundings of this completed phase of the project will help to provide in-service education opportunities for local vocational administrators in Colorado.

How to best help local directors plan for their in-service activities is a challenge of major proportions. Many local directors are in a position of leadership with minimal preparation in administration and supervision. Geographical distances and natural land barriers present major problems to design a program to provide in-service education throughout the state. The local directors' association, State Board for Community Colleges and Occupational Education professional staff, and university teacher educators have all cooperated in identifying the competencies required of local directors in performing their assigned task. One approach to in-service education is to develop instructional material that will improve local directors' competencies on an individual or small group basis by utilizing packaged learning material which utilizes TV tapes as a media for learning. With the new administrative credential requirements for vocational education administrators, it was imperative that Phase II of the on-going project be completed. The products generated from this project will permit local vocational administrators to earn three semester hours of graduate credit after they complete the 15 in-service modules.

The constant and dynamic changes in vocational education administration in Colorado require of this leader new and expanded leadership qualities. Recent court decisions relative to teacher and student rights indicate that the administrator must become more involved in the decision-making process. Accountability, MIS, professional negotiations, to name a few, are areas in which many vocational administrators have limited experience or professional courses to function effectively. The graduate program in administration and supervision of vocational education has the capacity and resources to cooperate with all agencies in developing a realistic, in-service program (packages and media) for local vocational administrators. The number of new local directors and deans of occupational education in community colleges further compounds the problem for up-dating the skills of vocational leadership in local educational agencies. A review of the many problems associated with providing viable in-service education for local vocational directors reveals that

developing instructional packages for individual use is an effective and efficient method to improve local programs of vocational education.

Developed for the Project

The following three units were completed for the project units and identified by the consulting committee:

1. Professional Negotiations in Vocational Education
2. Vocational Administrators' Liability
3. Systems Approach for a Safety and Health Program.

Goals

Specifically, the goals of this proposal were:

1. Adapt existing vocational administrative materials and courses to a programmed materials format. Utilizing the format developed in VE 270 (Teaching Concepts for New Vocational Teachers) as a base for developing programmed instruction
2. Prepare video tapes, slide-cassettes, and other media that would facilitate learning of the programmed materials
3. Prepare suitable activity guides, self-evaluation instruments, and monitoring feedback forms for use by local administrators responsible for vocational education
4. Field test and implement this new program for vocational administrators
5. Provide the means and mechanism for dissemination of all modules.

Objectives

These are continued in Phase II as proposed in Phase I of the project funded for 1976-77.

The objectives of this project were as follows:

1. To examine concepts of leadership relative to administration and supervision of vocational-technical education programs
2. To expand knowledge and understandings of the interdisciplinary concepts for vocational-technical education leadership through on-site in-service education for local vocational administrators
3. To formulate a systems approach to planning, conducting, and evaluating in-service education programs for local directors in Colorado
4. To define and refine the competencies and tasks that will allow continuous growth for individuals in administrative roles
5. To provide a viable in-service program for local administrators of vocational education.

Consulting Committee

The consulting committee on this project consisted of individuals from the following categories:

1. Assistant State Director for Professional Development, SBCCOE

2. Manager, Planning and Coordinating Unit, SBCCOE
3. Local Director(s), comprehensive high school-area vocational-technical school, and Deans of Occupational Education
4. Teacher Educators associated with preparing vocational administrators.

The members of the committee were selected by the Co-Directors with the head of the Colorado State Board for Community Colleges and Occupational Education, Planning and Coordinating Unit.

Population Served

The target population for the in-service professional development program includes all local vocational directors, supervisors, directors of area vocational-technical schools, and deans of occupational education in Colorado Community Colleges. A careful analysis of these target groups indicated that 120 individuals could take part in this professsional development program.

Scope of Work-Methodology and Procedure

The input of the consulting committee and review of the available literature was reviewed to determine specific content for the in-service program. The structure given below is a summary of project tasks, time required, and work schedule. Modification was made as required to achieve the objectives of the project.

Phase I -- Organization -- July 1, 1977 to August 31, 1977

1. Development of financial plan
2. Development of personnel plan
3. Selection and establishment of consulting committee
4. Review of literature to reflect current efforts in this field for proposed modules
5. Individual coordination with identified agencies

Phase II -- Content Determination -- September 1, 1977 to September 30, 1977

1. Review of current course outline and materials, and delineation of additional needs that can be served by this course
2. Preparation of unit outlines
3. Identification of the "key" concepts requiring visuals and voice treatment
4. Formulation of implementation design for curricula.
5. Initial contact for development of elements of media

Phase III -- Content Development -- October 1, 1977 to November 30, 1977

1. Specification of detailed objectives (in behavioral terms) together with detailed outlines of units including student and teacher activities

2. Preparation of media needs
3. Review of progress by consulting committee (other individuals and agencies may be invited to participate)

Phase IV -- Packaging of Content Including Media Component -- December 1, 1977 to March 31, 1978

1. Packaging of video and learning units together with alternative strategies listed below:

   a. Teaching Activities Packages (TAP) for each unit, as later identified
   b. Video tapes for each unit (each approximately 20 minutes)
   c. Slide-cassettes for each unit (each set equivalent to related video tape) if required
   d. Transparencies for each unit (each set related to equivalent video tape)

2. Up dating the teacher trainer's guide for the course
3. Preparation of student learning guides, self-evaluation instruments, and monitoring feedback forms to communicate to teacher trainers
4. Review of materials developed by appropriate individuals and agencies

Phase V -- Field Testing of Materials-Media and Revision, TAPS -- April 1, 1978 to May 15, 1978

1. Field testing of materials and media with selected local vocational administrators
2. Note and make needed modifications of system, curricula, media, and TAPS

Phase VI -- Duplication of Materials and Final Report -- May 16, 1978 to September 30, 1978

1. Duplication of one set of each of the following:

   a. Video tapes of course (3)
   b. Slide-cassettes for course (equivalent to 3 video tapes)

2. Duplication of at least 3 teacher trainer's guides
3. Duplication of student guides, with self-evaluation instruments, and monitoring feedback forms to communicate with teacher trainers
4. Preparation of final report

Outcomes and Impact of the Project

As a result of this effort, local administrators of vocational-technical education should be brought to a new level through the in-service education. Many individuals who otherwise would not have been encouraged

to continue formal education will continue to work on advanced degrees in vocational administration. This effort should lead to greater understanding of each other and new respect for the individual and the agency he or she represents. The results of the in-service activities should develop a new awareness of capable leadership that exists in vocational education in Colorado.

Dissemination of Project Results (Products)

1. All documents produced as a result of the project have be sent to the appropriate staff of the Colorado State Board for Community Colleges and Occupational Education.
2. Appropriate releases will be provided to periodicals in the field of vocational education.
3. The final report will be available in limited quantities to individuals and organizations interested in the project.

CONCLUSIONS

Based on the activities and products generated in this project, the following conclusions are warranted:

1. The results from module review and field testing indicates that this delivery system is an effective method to prepare new administrators to develop basic management and leadership skills
2. The project has strengthened the in-service professional development program for experienced vocational administrators to improve their leadership and management skills
3. The delivery system utilizing the four Regional Planners of the SBCCOE is an effective technique to have project products disseminated and serve as a catalyst for product utilization and follow up of the total effort
4. The technique of utilizing TV tapes, slide tape presentations, and programmed instructional material is an efficient and effective method in improving leadership and administrative skills for the local directors in Colorado.

RECOMMENDATIONS

From the project activities, products, and conclusions, the following recommendations are advanced:

1. Field testing indicates that the modules be programmed as part of the program to prepare new vocational administrators in the programs at Colorado State University
2. The distribution of the modules be made by the State Regional Planners as required by local vocational administrators
3. New application for the completed products is to be investigated to find additional utilization of the modules to improve the leadership and management skills of Colorado's vocational directors and others responsible for vocational programs
4. The success of Phase I and II of the project indicates that continued funding for this activity is essential to improve the quality of vocational leadership
5. Additional research be conducted to determine how to best serve the needs of vocational administrators to improve vocational education at all levels.

APPENDICES

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APPENDIX A

Consulting Committee

CONSULTING COMMITTEE

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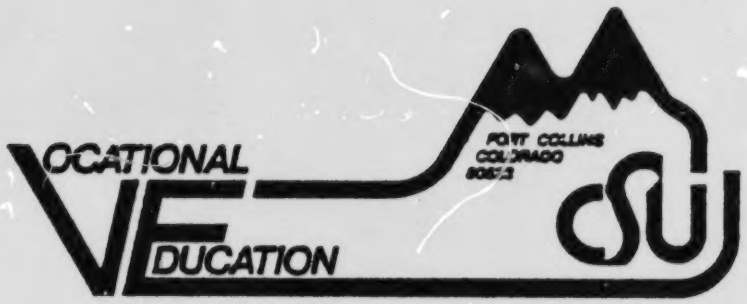
APPENDIX B

Modules



MODULE 8
PROFESSIONAL NEGOTIATIONS
IN VOCATIONAL EDUCATION

PROFESSIONAL DEVELOPMENT FOR VOCATIONAL ADMINISTRATORS

MODULE 8 -- PROFESSIONAL NEGOTIATIONS IN VOCATIONAL EDUCATION

Purpose:

This module provides an introduction to the professional negotiations process and the role of management in professional negotiations.

Rationale:

It is the responsibility of the vocational administrator to master negotiation procedures and to achieve the goals of the institution in professional negotiations. A basic understanding of the subprocesses in professional negotiations will lead to more effective negotiation practices in the school system. The subprocesses according to one model include:

1. Preparation for negotiations
2. Organizing for negotiations
3. Planning negotiations strategy
4. Negotiation tactics
5. Negotiate the agreement
6. Impasse and arbitration.

Professional negotiations may be defined as a process in which representatives of the school system meet with representatives of the school personnel, to jointly negotiate an agreement defining terms and conditions of employment covering a specified time period. It may be said that it is a major goal of unions or associations in education to bring to pass a higher standard of living, job security, rights, professional growth, and advancement opportunities. The administrator must not only be concerned with protecting the interests of the educational organization, but must also be concerned with the goals of personnel, and to take advantage of all opportunities provided in the negotiation process to satisfy the needs of the individual staff member.

Module Objective:

Upon satisfactory completion of this module, you will have a basic knowledge of the professional negotiations process and the administrator's role in the process.

Specific Objectives:

Upon satisfactory completion of this module, you will have:

1. Developed a basic understanding of preparation necessary for negotiations
2. Developed an organization mode for negotiations
3. Developed a viable plan for negotiations strategy
4. Developed appropriate tactics to be used in negotiations
5. Developed a plan to negotiate an agreement
6. Developed a preparation plan for impasse.

MATERIALS AND EQUIPMENT NEEDED:

1. Module 8
2. Video recorder and monitor
3. Cassette recorder
4. Slide projector and screen
5. References as listed

STUDENT LEARNING ACTIVITIES

Module 8 Objective #1 → Developed a basic understanding of preparation necessary for negotiations.

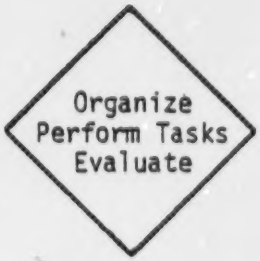
Introductory Information: The vocational education administrator should have sufficient background in negotiations to lead the way for board and staff understanding. In addition, it is appropriate for the administrator to lead the way for positive legislation, state and federal.

REQUIRED LEARNING ACTIVITY

1. Read Information Sheet #8A.

OPTIONAL LEARNING ACTIVITY:

1. Call on your state congressional representative and inquire of the latest disposition of state legislation.



PROCEED

INFORMATION SHEET #8A

Professional Negotiations in Vocational Education

INTRODUCTION

The purpose of this information sheet is to inform you as a vocational education administrator of the need to prepare for professional negotiations. There is a present trend for professionals in all areas to unite themselves to present a united front to accomplish their goals and objectives.

"To be forewarned is to be forearmed" -- an old cliché but challenges the administrator to be prepared.

A FRAMEWORK FOR LOOKING AT PROFESSIONAL NEGOTIATIONS

In general, it appears that state legislatures are authorizing some type of professional negotiations between educational institutions and organizations of public employees. For example, in Wisconsin and Michigan, teachers are covered by broad legislation regulating all state and local public employment; whereas in states such as Connecticut and Washington, teachers-school board relations are regulated by separate statutes. In the State of Colorado, there has been attempts made as recent as 1976 to legislate a degree of regulation for professional negotiations.

The point is perhaps governing boards, administrators, and staff should regulate themselves in the most positive way possible by introducing legislation that is affirmative.

THE PUBLIC-AT-LARGE

The idea of no man being an island is extended into this century. In our very closely, interdependent society, no one special interest group is an island or the center of the universe. Therefore, ours is a society of a "meeting-of-the-minds" type. The dispensation that we're in dictates that the "give and take" premise involves the public-at-large.

THE GOVERNING BOARD, ADMINISTRATORS, AND STAFFS

The system of relationships between boards, administrators, and staffs must be appraised and corrected in such ways as to expedite the ultimate purposes of instruction. One set of relationships is:

1. The achievement of the purposes of public education as fundamental
2. The respect for the varied interests of the students and the community
3. The protection of the freedom and integrity of the teaching staff
4. The provision of systematic opportunities for teacher involvement on matters of policy and practice, as well as on working conditions and salary
5. The development of a system for resolving differences
6. The explicit agreement regarding staff and board rights and responsibilities.

AN EXAMPLE: NEGOTIATIONS AGREEMENT (INDUSTRY)

Following are the basic parts of a negotiations agreement. These parts are very carefully worded so that fairness and equity are mutual between administration and teacher association. As you study the parts, relate them to your situation and circumstances.

The following is taken directly from a presentation given by John Coughlin on "Collective Bargaining" given in Denver, Colorado on October 17, 1977. Mr. Coughlin is a representative of National School Boards Academy, 1055 Thomas Jefferson Street, Washington, DC 20007.

Management Rights

A. General: The management and operations of the employer's facilities and the direction of its work force shall be vested exclusively in management, including without limitation as follows: the right to plan, direct, and control operations; establish new jobs, abolish or change existing jobs; contract out for goods or services; increase or decrease the number of jobs, specify and select materials, supplies and equipment, or change or vary materials, processes, products, equipment, or operations; to determine the methods, means, and personnel by which the employer's operations are to be conducted; to introduce new or improved methods or facilities; and to take whatever action is necessary to comply with state or federal law. The employer shall have the right to schedule and assign work, hire, rehire, promote, transfer, layoff, and recall employees or suspend, discipline, or discharge employees, provided that such action does not violate any of the provisions of this agreement.

B. Rules: The employer shall have the right to establish, maintain, and enforce rules, regulations, and standards relating to plant operations and regulations, and standards relating to plant operations and production and conduct of personnel providing that such rules, regulations, and standards do not violate any of the terms of the agreement. No rules, customs, or practices shall be permitted to limit production or increase the time required to do any work.

C. Grievance Procedure: Neither the prerogatives of management, as herein above set forth, nor any proposal to modify, amend, or terminate this agreement, shall be subject to the grievance and arbitration provisions of this agreement, provided that such action does not violate any of the provisions of this agreement.

D. Other: Unless specifically covered by this agreement, the conduct of all other phases of the operation of the company are reserved exclusively to the company.

Grievance Procedure

A. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract.

B. Subject Matter: Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the agreement involved.

C. Time Limitations: The failure of a party to file a grievance within the time limits provided herein shall be deemed a settlement and waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure.

D. Names of Union Officials: Within five (5) days of the initial determination of any subsequent change therein, the union shall provide the company with a list of the members of the grievance committee in writing and, further, present the company with a list of the local union officials assigned to various aspects of the grievance procedure.

E. Step 1: The employee, alone or with a union representative, shall orally present the grievance to the _____ within five (5) work days after s/he knew or should have known of the cause of such grievance. In the event of a grievance the employee shall continue to perform his/her assigned tasks and grieve the dispute later. The _____ shall orally inform the employee and the union representative of his/her decision within ten (10) work days after hearing the grievance.

F. Step 2: If the grievance is not settled in Step 1, the employee, alone, or with a union representative,shall prepare a written grievance on forms provided by the company and present it to the _____ within five (5) work days after the oral decision. The _____ shall submit his/her written decision to the employee and the union representative within ten (10) work days after receiving the employee's written grievance.

Arbitration Procedure

A. Time Limits: If a satisfactory settlement is not reached in the grievance procedure, the grievant and his/her representative must notify the employer's designated representative in writing within ten (10) work days after receipt of the employer's written decision, that they intend to process the grievance to arbitration.

B. Arbitration: When a request has been made for binding arbitration, a three member board shall be established in the following manner: The company and the employee representative shall each appoint a member of the board and shall notify the other of the name of its appointee to the board within five (5) days of receipt of the written appeal. These representatives shall meet in an attempt to select an impartial third party to act as chairperson of the board. Failing to do so, they shall, within fifteen (15) days, request the Employment Relations Commission to appoint an impartial referee who will arbitrate the grievance under the Employment Relations Commission arbitration service provided in in the state statutes.

C. Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of this agreement. The decision of the arbitrator, when within the scope of his authority under this agreement, shall be final and binding upon the parties.

D. Costs: The parties shall equally share the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorneys' fees. Testimony or other participation of employees shall not be paid by the company. There shall be a transcript prepared for each arbitration hearing unless mutually agreed otherwise, and the parties shall share the cost equally.

No Strike Agreement

A. Strike Prohibited: Neither the union nor any employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of production or other work during the term of this agreement.

B. Union Action: Upon notification by the employer to the union that certain of its members are engaged in a violation of this provision, the union shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the union occurs, the union agrees to take all reasonable effective and affirmative action to secure members' return to work as promptly as possible. Failure of the union to issue the orders and take the action required herein shall be considered in determining whether or not the union caused or authorized the strike.

C. Penalties:

1. Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, seniority, vacation benefits, and holiday pay.

2. If the union has either directly or indirectly authorized or sanctioned any strike, acts of work stoppage, slowdown, or other breach of this provision, the union shall be liable to the employer for liquidated damages in the amount of $100 per day for each employee who refused to perform his regular duties. If other employees are made idle as a result of such prohibited actions, the union shall be liable to the employer for liquidated damages in the amount of $500 per day for each day of the strike.

3. The employer and union agree that the employer, at its election, may seek payment of any liquidated damages owed under this provision in state suit proceedings.

4. In addition to penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

ENTIRE MEMORANDUM OF AGREEMENT

This agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the employer and the union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Waiver of any breach of this agreement by either party shall not constitute a waiver of any further breach of this agreement.

SUMMARY

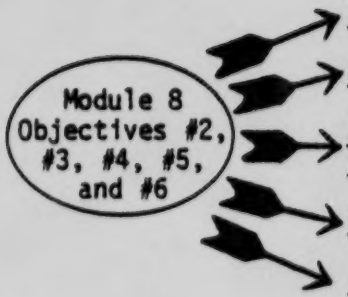
There is a trend in the United States to legislate negotiations regulations. Vocational administrators should lead the way in devising positive regulations. In addition, they should keep their constituencies completedly informed and updated on the subject.

The vocational administrator has the responsibility of public relations with chambers of commerce, legislators, civic organizations, labor groups, and the public-at-large. Also, this person must promote a healthy espirit-de-corps within the institution.

Finally, by way of warning, policies, procedures, and agreements that are perpetual must be written down. The object is that fairness and equity are consistently administered.

STUDENT LEARNING ACTIVITIES

START



Developed an organization mode for negotiations.

Developed a viable plan for negotiations strategy.

Developed appropriate tactics to be used in negotiations.

Developed a plan to negotiate an agreement.

Developed a preparation plan for impasse.

Introductory Information:

The vocational education administrator should have a plan to follow for the greatest potential of meeting the goals of the institution and the rapport of the staff as regards the negotiation process.

Caution

REQUIRED LEARNING ACTIVITIES

1. View video tape package #VT8A.
2. View slide tape package #ST8A.
3. Review "The Systems Approach to Professional Negotiations" and "PERT Chart for Professional Negotiations."
4. Review the "Terms to Know and Understand."

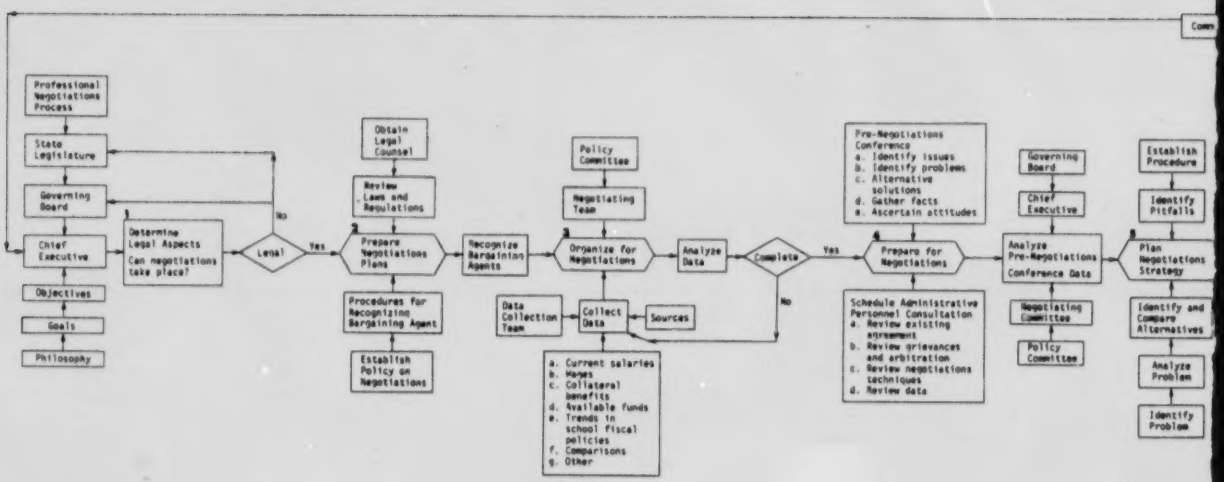
Organize
Perform Tasks
Evaluate

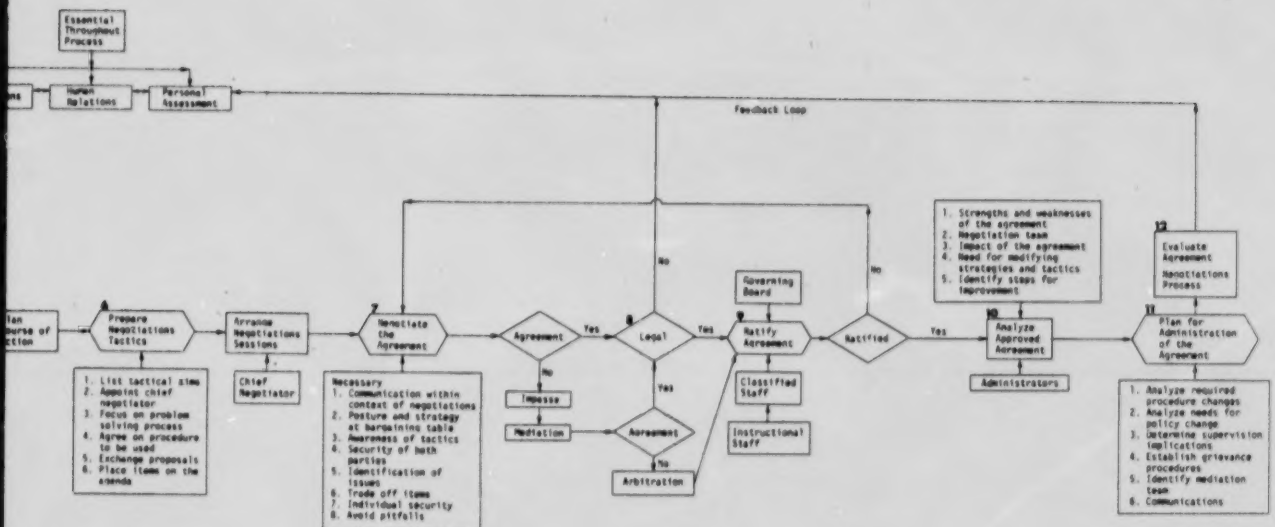
OPTIONAL LEARNING ACTIVITIES:

1. Contact the local CEA official and converse with that person about the subject of negotiations.

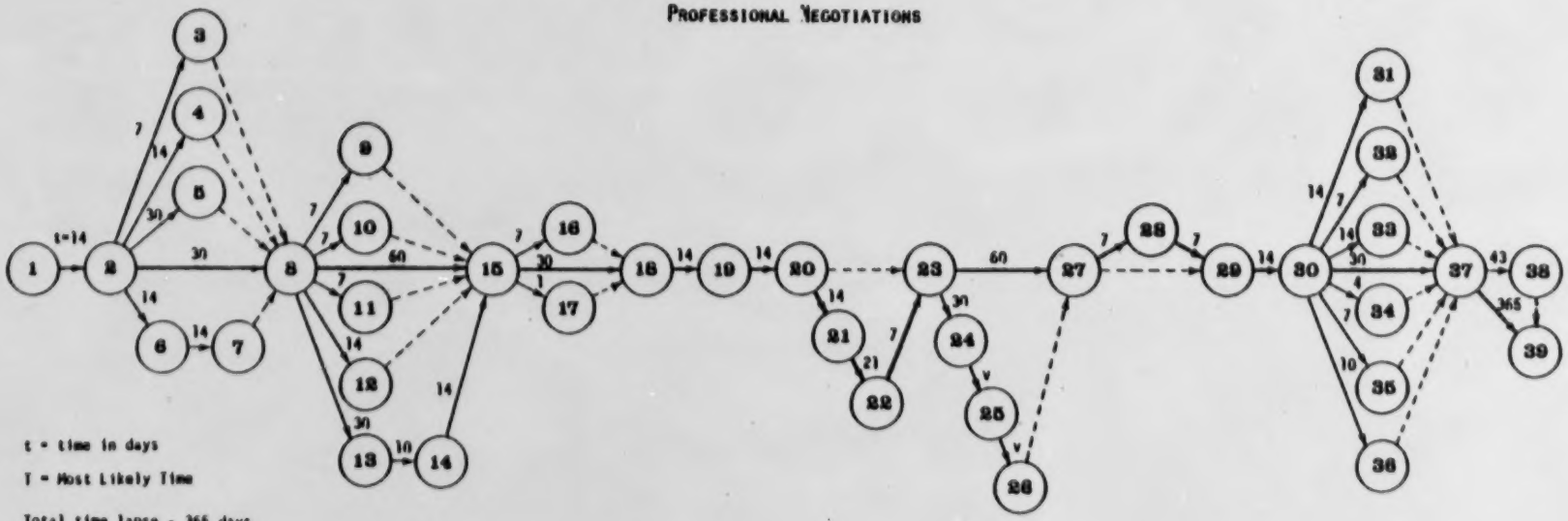
2. Contact the local AFT official and converse with that person about the subject of negotiations.

A Systems Approach to
Professional Negotiations




Essential Throughout Process
Human Relations
Personal Assessment
Feedback Loop
Prepare Negotiations Tactics
1. List tactical aims
2. Appoint chief negotiator
3. Focus on problem solving process
4. Agree on procedure to be used
5. Exchange proposals
6. Place items on the agenda
Arrange Negotiations Sessions
Chief Negotiator
Negotiate the Agreement
Necessary
1. Communication within context of negotiations
2. Posture and strategy at bargaining table
3. Awareness of tactics
4. Security of both parties
5. Identification of issues
6. Trade off items
7. Individual security
8. Avoid pitfalls
Agreement
Yes
No
Impasse
Mediation
Agreement
Yes
No
Arbitration
Legal
Yes
No
Governing Board
Ratify Agreement
Classified Staff
Instructional Staff
Ratified
Yes
No
1. Strengths and weaknesses of the agreement
2. Negotiation team
3. Impact of the agreement
4. Need for modifying strategies and tactics
5. Identify steps for improvement
Analyze Approved Agreement
Administrators
Evaluate Agreement Negotiations Process
Plan for Administration of the Agreement
1. Analyze required procedure changes
2. Analyze needs for policy change
3. Determine supervision implications
4. Establish grievance procedures
5. Identify mediation team
6. Communications

PERT CHART FOR
PROFESSIONAL NEGOTIATIONS



ACTIVITIES

1. Start
2. Determine legal aspects
3. Obtain legal counsel
4. Review laws and regulations
5. Establish negotiations policy
6. Establish procedures for recognizing bargaining agents
7. Recognize bargaining agents
8. Prepare negotiations plans
9. Form policy committee
10. Appoint negotiating team
11. Appoint data collection team
12. Identify sources of data
13. Collect data
14. Analyze data
15. Organize for negotiations
16. Pre-negotiations conference
17. Administrators consultation
18. Prepare for negotiations
19. Analyze pre-negotiations conference
20. Plan negotiations strategy
21. Plan course of action
22. Prepare negotiations tactics
23. Arrange negotiations session
24. Prepare for impasse
25. Mediation
26. Arbitration
27. Negotiate the agreement
28. Determine legal aspects of the agreement
29. Ratify the agreement
30. Analyze the agreement
31. Analyze required procedures changes
32. Analyze needs for policy changes
33. Establish grievance procedures
34. Identify grievance team
35. Determine supervision implications
36. Establish communications for administering agreement
37. Plan administration of the agreement
38. Evaluate the agreement and the negotiations process
39. Tasks completed

TERMS TO KNOW AND UNDERSTAND

ABILITY TO PAY -- The factor that arises during negotiations when the school district claims that it cannot bear the cost of wage increases requested by the union. In many cases, the union has the authority to demand proof of the district's financial ability or inability to pay. It is also a common criteria considered by fact-finders and arbitrators in making their awards.

ACROSS THE BOARD INCREASE -- Wage increase in terms of dollars or a percentage given at one time to all employees or to a large group of employees. Example, the district gives a $200 increase placed on each step in each lane of a teacher salary schedule. This is to be distinguished from an increase which gives different rates of increase to different groups of employees. Also called "general increase."

ADMINISTRATIVE AGENCY -- A neutral agency created under state law or executive order that is charged with administering the laws of public sector labor relations in that state.

ADMINISTRATIVE LAW -- The body of rulings by an administrative agency that define the specific meaning and application of a law under its jurisdiction.

AFL-CIO, AMERICAN FEDERATION OF LABOR - CONGRESS OF INDUSTRIAL ORGANIZATION -- A federation of craft and industrial unions, as well as unions of mixed structure created in 1955 by the merger of the AFL and the CIO. Its primary functions are to lobby and to help constitute unions in organizing.

AFFIRMATIVE ACTION -- A written plan calling for an asserted program to combat employment standards or procedure which tend to discriminate on the basis of sex, race, age, color, religion, handicap, or national origin. Affirmation action not only deals with overtly discriminatory practices, but also with those practices which are fair in form, but discriminatory in effect.

AFFIRMATIVE ORDER -- Command issued by an administrative agency requiring the persons found to have engaged in unfair labor practices to take such steps as will, so far as possible, undo the effect of such practices (often called cease and desist order).

Coughlin, John. "Collective Bargaining." Presentation given in Denver, Colorado on October 17, 1977. National School Boards Academy, 1055 Thomas Jefferson Street, Washington, DC 20007.

AFSCME - AMERICAN FEDERATION OF STATE, COUNTY, OR MUNICIPAL EMPLOYEES -- Affiliated with the AFL-CIO, this is the largest industrial union composed exclusively of public employees. It is actively organizing employees in all levels of state and local government. Address: 1155 - 15th Street, N.W., Washington, DC 20005. Monthly publication: The Public Employee.

AFT - AMERICAN FEDERAL OF TEACHERS -- Affiliated with the AFL-CIO, this teacher organization models itself upon trade unions, and is widely perceived as the most militant teacher union. Active in public and private schools, colleges, and universities. Address: 1012 - 14th Street, N.W., Washington, DC 20005. Monthly publications: The American Teacher; quarterly publication: Changing Education.

AGENCY SHOP -- See FAIR SHARE.

ALL-UNION SHOP -- Establishment in which union employees reserve the right to refuse to work with non-union employees. Amounts to a virtual closed shop.

AGREEMENT, COLLECTIVE BARGAINING -- A written agreement or contract that arises out of negotiations between a school district and a union setting forth the conditions of employment.

AMERICAN ARBITRATION ASSOCIATION -- A private, non-profit organization that maintains a nation-wide panel of impartial arbitrators to serve in industrial and other disputes.

ANNUAL EARNINGS -- Wages paid under terms that guarantee a specified minimum for period of employment for the year.

APPROPRIATE BARGAINING UNIT -- See BARGAINING UNIT.

ARBITRATION -- A means of settling labor disputes by calling in an impartial third party (or panel) whose decision is usually final and binding on both parties (also see FACT-FINDING).

(a) CONTRACT ARBITRATION -- Resolution of labor disputes involving the negotiation of a new labor agreement including issues concerning wages, hours, and conditions of employment.

(b) GRIEVANCE ARBITRATION -- Resolution of labor disputes involving wages, hours, and conditions of employment by implementing the final step of the grievance procedure in a signed labor agreement.

(c) ARBITRATION, ADVISORY -- An attempt in the public sector to employ the arbitration process to resolve disputes while still recognizing the sovereignty of the government. The arbitrator's award need not be accepted, where the employer decides the award is contrary to overriding public interest.

(d) ARBITRATION, COMPULSORY -- Third-party dispute settlement required by law or government regulation.

(e) ARBITRATION, VOLUNTARY -- Third party settlement where labor and management jointly request that an issue be submitted to arbitration. This may be done on an ad hoc basis or may be pursuant to a collective bargaining agreement making arbitration the terminal point of the negotiated grievance procedure.

AUTHORIZATION CARD -- Statement signed by employee designating a union as authorized to act as his agent in collective bargaining. An employee's signature on an authorization card does not necessarily mean that he is a member of or has applied for membership in the union.

AUTOMATIC WAGE PROGRESSION -- System of granting wage increases automatically after specified periods of service. Also, known as "length-of-service increase," "seniority increase," or "increment" in teacher contract.

AVERAGE HOURLY EARNINGS -- Total straight-time earnings of employees in a given period, excluding overtime, divided by the total number of hours worked in that period.

BARGAINING UNIT -- A group of employees that the employer has recognized and/or the state administrative agency has certified as appropriate to be represented by a union for the purpose of collective bargaining. Since all appropriate employees, whether union members or not, are included in the bargaining unit and represented by the union, the union is referred to as the bargaining agent of the bargaining unit.

BACK PAY -- Wages due an employee following a grievance award, as awarded by the arbitrator because the employer violated provisions of a collective bargaining agreement. This is to be distinguished from retroactive pay.

BOYCOTT -- Refusal to deal with or buy the products of a business as a means of exerting pressure in a labor dispute. School district unions may boycott businesses of board members to force concessions.

BUMPING -- A practice during a lay-off or a reduction in force (RIF) which allows a more senior employee to displace a junior employee either in the same job or another job.

BUREAU OF LABOR STATISTICS (BLS) -- The bureau within the U. S. Department of Labor which collects, analyzes, and publishes information on the cost-of-living changes, labor force participation rates, unemployment rates, industrial disputes, and other economic data relevant to labor relations.

BUSINESS AGENT -- Paid representative of a local union who handles its grievance actions and negotiates with employers, enrolling of new members, and other membership and general business affairs.

CALL-BACK PAY -- Extra payment to employees who are called back to work after their regular working hours.

CALL PAY -- Pay guaranteed to employees who report or show up ready for work at their usual time and find no work to do (also known as "Reporting Pay").

CARD CHECK -- A procedure whereby the signed authorization cards of employees are checked against a list of employees in a prospective bargaining unit to determine if an organization has majority status. The district may recognize the union on the basis of this check without a formal election. Card checks are often conducted by an outside party, such as a respected member of the community, or by the administrative agency.

CATCH-UP MONEY -- The salary increase or part of the increase which makes up for a long-term lag behind salaries of comparable positions or recognizes that a position has been under paid in the past. It is also used to describe union demands for wage hikes merely to erase the affects of inflation, rather than to increase the real wages of employees.

CAUCUS -- A recess called during bargaining or other face to face meeting with the union to discuss, in private, strategy, policies, or a proposal or offer made by the other party or by a mediator.

CEASE-AND-DESIST ORDER -- Order issued by a court or administrative agency directing the district or a union to end an unfair labor practice.

CHALLENGED BALLOT -- A vote that is questioned by one of the parties to a representation election.

COALITION (COORDINATED) BARGAINING -- A practice in which the employer is forced to deal with a number of unions or the joint or cooperative efforts by a group of unions to negotiate contracts with the district. In coalition bargaining, the unions usually sit together at the bargaining table to negotiate one agreement or a set of identical agreements. In coordinated bargaining, the unions often negotiate simultaneously at different locations attempting to refrain from settlement until all are ready to settle on substantially the same terms.

COERCION -- Economic or other types of pressure exerted by an employer to prevent employees from freely exercising their right to self-organization and collective bargaining; intimidation by union or federal employees to compel other workers to affiliate with the union.

CLOSED SHOP -- Arrangement between an employer and a union under which only members of the union may be hired.

COLLECTIVE BARGAINING -- The process of negotiating an agreement between the public employer and the union concerning the wages, hours, and conditions of employment of the employees in the bargaining unit. Contracts negotiated through collective bargaining cover all employees in the bargaining unit, including union and non-union members.

COMMUNITY OF INTEREST -- A criterion used by an administrative agency to decide whether a group of employees make up an appropriate bargaining unit. A community of interests exists if there is a similarity of skills, duties, educational background, common supervision, common hours, wages, and working conditions.

CONCERTED ACTIVITIES -- Activities undertaken jointly by employees for the purpose of union organization, collective bargaining, or other mutual aid or protection.

CONFIDENTIAL EMPLOYEE -- One whose responsibilities or knowledge in connection with the labor-management issues involved in collective bargaining, grievance handling, or the content of union-management discussions would make his membership in the union incompatible with his official duties. Such individuals usually are staff employees reporting to and accountable to those in management responsible for the conduct of union-management discussions, especially those relating to wages, hours, and/or working conditions of union-represented employees.

CONSENT DECREE -- Court order entered with the consent of the parties.

CONSENT ELECTION -- Election held at the request of union and employer to determine the bargaining agent for a group of employees.

CONSTRUCTIVE DISCHARGE -- A forced resignation or quit.

CONSUMER PRICE INDEX (CPI) (COST OF LIVING INDEX) -- Statistics issued monthly by the Bureau of Labor Statistics measuring the average change in the prices of goods and services purchased by moderate income families and describing shifts in the purchasing power of the consumer dollar. The index may be used in "escalator" clauses in negotiated agreements to specify wage adjustments based on fluctuations of the CPI.

CONTRACT-BAR RULES -- Policies followed in determining when an existing agreement between an employer and a union will bar a representation election sought by a union attempting to unseat an incumbent employee representative.

CONTRACTING OUT -- The use by a district of outside contractors whose employees are not covered by the same collective bargaining agreement to perform work previously performed by their own workers.

COOLING-OFF PERIOD -- A period of time (usually 30 to 90 days) during which a union is barred from striking or an employer from locking out his employees. Provided for under certain state labor laws and the Taft-Hartley Act.

CORRECTIVE DISCIPLINE -- Discipline given to an employee in the form of oral or written warnings or suspension in order to correct work deficiencies of employees.

COSTING OUT -- Process of determining the actual cost of a contract proposal.

COST OF LIVING ALLOWANCE OR FLOAT -- The regular cents per hour or percentage payments to employees through the operation of Escalator Clauses or other types of cost of living adjustments. A Float is a cost of living allowance not incorporated into base rate. See ESCALATOR CLAUSE.

COUNTER PROPOSAL -- An offer made by either party in bargaining in response to a proposal by another party.

CRAFT UNIT -- Bargaining unit consisting of workers following a particular craft or using a particular type of skill, such as molders, carpenters, etc.

D.D. -- Developmental Disabilities which include mental retardation, cerebral palsy, epilepsy, and other neurological disorders.

DEAD TIME -- Time during which an employee is unable to work due to factors beyond his control and for which he is paid. Also called "allowed time," "down time," idle time," or "waiting time."

DECERTIFICATION -- The withdrawal by the administrative agency of an employee organization's official designation as exclusive representative. Usually a result of employee disaffectation, it follows a decertification election.

DEFERRED WAGE INCREASE -- Negotiated wage changes which do not become effective until some specified date in the future, such as a year later.

DISCHARGE -- Dismissal of an employee, in the case of teachers during the individual teacher contract, usually for breaking the rules or policies of management, incompetence, or some other good reason.

DOCKING -- Deductions from wages as a disciplinary measure, for example, because of lateness, absence without leave, and the like.

DEMOTION OR DOWN-GRADING -- Moving an employee to a position lower in the wage scale or in rank. It may be a form of penalty, resulting from inefficient or careless work; or it may be voluntary, resulting from curtailment of work load and with no reflection on the employee's work.

E.D. -- Referring to emotionally disturbed children with special education needs.

EEN (EXCEPTIONAL EDUCATIONAL NEEDS) -- A "child with EEN" means any child who has mental, physical, emotional, or learning disabilities which, if the full potential of the child is to be obtained, requires education services to supplement or replace regular education.

ECONOMIC STRIKE -- Strike to compel changes in wages, hours, or working conditions, as distinguished form strike to protest unfair labor practice.

ELECTION -- Balloting by employees for the purpose of choosing a bargaining agent or unseating one previously recognized.

EMPLOYEE HANDBOOK -- Booklet issued by an employer to employees containing information about the company, employee benefits, and rules and regulations (also called "company manual" or "employee manual").

ENABLING LEGISLATION -- State law or executive order enacted to govern public sector labor relations within a particular state.

EQUAL PAY -- Principle that women should be paid the same wage rate as men for work of substantially the same character or on substantially the same operations.

ESCALATOR CLAUSE -- Clause in collective bargaining contract requiring wage or salary adjustments at stated intervals in a ratio to changes in the cost of living.

ESCAPE CLAUSE -- Provision in a maintenance of membership agreement that specifies a period, usually a week or two, during which employees may resign from the union without losing their jobs.

FACT-FINDING -- A method of impasse resolution which involves investigation of a labor-management dispute by a neutral third party whether it be an individual, board, or panel. Formal or informal hearing may be held, subpeonas issued and a written report is generally issued. Usually in a fact-finder's report, it is advisory.

FAIR SHARE AGREEMENT -- A fair share agreement is an agreement between an employer and a union under which all or any of the employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration. Sometimes fair share is referred to as an "agency shop." A union shop is where all members of the bargaining unit are required at some point to maintain union membership. Union shops normally in public employment are prohibited as they are contrary to customary government practices that employment is based upon merit and not union membership.

FEATHERBEDDING -- Contractual requirements that employees be hired in jobs for which their services are not needed.

FMCS - FEDERAL MEDIATION AND CONCILIATION SERVICE -- An independent federal agency created in 1947 under the Taft-Hartley Act to provide mediators for labor-management disputes. In August, 1973, the FCMS extended its jurisdiction to public sector disputes.

FREE SPEECH -- The right of employers to express views hostile to unionization, provided no threat or coercion or promise of benefit is contained therein. If the expression of views is coercive, it becomes unlawful interference with employees' rights.

FRINGE BENEFITS -- Term used to encompass items such as vacation, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his/her employment or union contract in addition to direct wages.

FRONT END LOAD -- Increasing the cost of a multi-stage increase by making all or the greater part of it effective in one lump sum in the beginning of the contract.

GARNISHEE -- Attachment by court order of the wages of a debtor employee, requiring the employer to deduct a specified amount of the wages for direct payment to the creditor through a court officer.

GLOBE DOCTRINE -- National Labor Relations Board policy of permitting employees to determine for themselves whether they wish to be organized in a craft unit or a more comprehensive unit for collection bargaining purposes.

GOLD-FISH BOWL BARGAINING -- Also known as "open bargaining," a controversial procedure in which collective bargaining sessions are open to the press and to the public. Also known as "Government in the Sunshine."

GOLDBRICKING -- Union practice of limiting production or the amount of work to be performed (see also FEATHERBEDDING).

GOOD-FAITH BARGAINING -- The type of bargaining an employer and a majority union must engage in to meet their bargaining obligations. The parties are required to meet at reasonable times and to confer in good faith with respect to wages, hours, and other terms and conditions of employment. But neither party is required to agree to a proposal or to make a concession.

GRIEVANCE -- An employee complaint; an allegation by an employee, union, or employer that a collective bargaining contract has been violated.

GRIEVANCE PROCEDURE -- A method of dealing with a grievance by an individual or by union, which allows the work place to operate without interruption. The procedure generally provides for discussions of the grievance at progressively higher levels of management authority, with binding arbitration typically being the last step.

IMPASSE -- That point in labor negotiations at which either party determines that no further progress can be made toward reaching an agreement. In public employment, impasses are often resolved by the intervention of a neutral third party, such as a mediator, fact-finder, or arbitrator.

INCREMENT -- One of a series of wage levels on a teacher salary schedule between the minimum salary and the maximum salary specified for a particular educational level. Increment increases are granted based solely upon years of service.

INDIVIDUAL TEACHING CONTRACT -- The written agreement entered into by the individual teacher and the school district setting forth the wages and various conditions of employment for a given contract year. Generally, this contract is subordinate to the master collectively bargained agreement.

INFORMATIONAL PICKETING -- Picketing for the purpose of advising the public, including other union members, that the picketed employer does not have a union contract, is bargaining in bad faith, or in order to apprise the public of the union's position during collective bargaining.

INITIATION FEE -- Sum of money required of an individual seeking admission to a union.

INJUNCTION -- A court order restraining individuals or groups from committing acts which the court determines will do harm. An injunction may be brought against a striking union when the strike is illegal. There are two types of injunctions:

> A temporary restraining order (TRO), issued for a limited time prior to a completed hearing, and a permanent injunction, issued after a full hearing, enforced until such time as the conditions which gave rise to its issuance have been changed.

INTERNATIONAL UNION -- The self-identification used by most unions in the United States which have affiliated locals in other countries, usually Canada.

INTERIM PROGRAM -- A temporary education placement of a student which provides educational services pending the M Team recommendation and school board placement.

INTIMIDATION -- Efforts to interfer with the rights of workers to organize themselves by creating an atmosphere of fear. Acts of coercion or intimidation are usually prohibited by private and public sector labor laws.

JOB CLASSIFICATION -- Level or grade to which a job is assigned on the basis of its requirements as to training, skill, responsibility, effort and working conditions, or its minimum requirements in comparison with other jobs in the company. Also known as "labor grade."

JOB DESCRIPTION -- Written summary of the important features and requirements of a job. Usually based on a job analysis.

JUDICIAL REVIEW -- An action brought before court to determine the legality of decisions issued by an administrative agency. Judicial review generally is limited to conclusions of law and excludes from review findings of fact unless they are unsupported by evidence.

JURISDICTION -- The areas of jobs and occupations within which a union organizes and engages in collective bargaining. Jurisdiction has always been a problem among employee organizations, since two or more organizations often claim the same exclusive jurisdiction. For example, the National Education Association and the American Federation of Teachers both claim public school teachers as their exclusive jurisdiction.

L.D. -- Learning Disability or a specific learning disability. A known or suspected brain injury which interferes with the child's progress in reading, and/or writing, and/or arithmetic.

LABOR-MANAGEMENT COMMITTEE -- Committee of employer and employee representatives established to discuss matters of mutual interest and to sponsor joint activities.

LAST BEST OFFER -- A method of arbitration in which the parties each submit a last best offer on all issues to the arbitrator who chooses one of these complete offers as his final decision.

LAY-OFF -- Also known as "reduction in force" (RIF), temporary and indefinite separation from work, usually due to the decline in need for a particular type of work, or as in a teacher situation, declining enrollments.

LOCAL UNION -- Group of organized workers in a specific geographic area which holds a charter from a national or international union. Public employee locals, such as those of teachers or municipal employees, are usually organized by public agencies, departments, or political jurisdictions.

LOCKOUT -- The shutting down of a government operation of plant by the employer in order to withhold work and wages from a group of workers. The intent of the employer is to pressure the workers into accepting his terms during negotiations. It is the employer's parallel to the strike.

M.R. - MENTAL RETARDATION -- Classes for M.R. children have been designated E.M.R. (educable) or TMR (trainable). There are four designated levels of M.R.: mild, moderate, severe, and profound.

M TEAM -- Multi-disciplinary Team. The M Team is composed of two or more persons who are skilled in assessing exceptional needs, and programming for children with EEM.

MAINTENANCE OF MEMBERSHIP -- A form of union security whereby employees who are union members on a specified date and those who elect to become union members after that date are required to remain members in good standing as a condition of employment during the term of the union's contract.

MAJORITY RULE -- Rule that the representative chosen by the majority of employees in an appropriate unit shall be the exclusive bargaining agent for all the employees.

MANAGEMENT RIGHTS -- Collective bargaining contract clause that expressly reserves to management certain rights and sometimes specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration.

MASTER AGREEMENT -- In the private sector a union contract covering a number of companies and one union, one company and a number of unions, or a number of unions, or a number of companies and a number of unions. Also, a union contract which forms the basic agreement in addition to which the separate companies or unions covered by the agreement may negotiate collateral contracts covering purely local matters. Sometimes applied to a contract signed by the dominant company or companies in the industry which sets the pattern for the rest of the industry.

MEDIATION -- Third-party attempt to reconcile the differences between disrupting parties by finding some middle ground on which the controversy may be voluntarily settled.

MED-ARB -- An impasse procedure which operates as a combination of mediation and arbitration under which a mediator has the authority to act as an arbitrator on issues left unsettled.

MEET AND CONFER -- A particular labor-management relationship set up under some public sector labor laws which gives public employees the right to organize and make recommendations to management, but gives management the right to make the ultimate decision on terms and conditions of employment.

MEMORANDUM OF UNDERSTANDING -- An agreement between management and its employees concerning wages, hours, and working conditions, which is instituted as a result of collective bargaining or issued unilaterally by the employer. It is often used as a euphemism for a labor contract in states which have no public sector bargaining law.

MERIT SYSTEM -- A personnel system in which employees are chosen or promoted on the basis of merit, often referred to as "civil service system." Civil service and merit systems differ from patronage systems in that in a patronage system the employee must belong to a particular political party before being considered for employment.

MODIFIED UNION SHOP -- Provision that requires all new employees to join the union within a stated period after employment, but does not require present employees to join the union. However, all employees who are or who become union members must retain their membership in good standing as a condition of employment (see also UNION SHOP).

MULTI-EMPLOYER BARGAINING -- Collective bargaining that covers more than one employer in a given industry or region. In the public sector area-wide bargaining may take place between a union and employer representatives on a local or city level; example, the coalition of school boards in Indianapolis.

NATIONAL ACADEMY OF ARBITRATORS -- A private organization made up of persons actively engaged in the arbitration process. The organization supports the use of arbitration in the field of labor-management relations as an alternative to strikes and lockouts.

NATIONAL LABOR RELATIONS ACT (NLRA) (WAGNER ACT) -- A federal law passed in 1935 which had the affect of strengthening the general position of organized labor. The law defines various employee rights, exclusively, certification, and lists unfair labor practices. The law created the National Labor Relations Board (NLRB) to administer the law.

NATIONAL EDUCATION ASSOCIATION (NEA) -- A professional association which organizes educators in the public sector. Address: 1201 - 16th Street, N.W., Washington, DC 20036. Monthly Publication: NEA: Reporter.

NEGOTIATIONS -- Process by which employee representatives and management try to reach agreement on conditions of employment, such as wages, hours, fringe benefits, and the machinery for handling grievances. See COLLECTIVE BARGAINING.

NEUTRAL -- An individual who acts as a mediator, fact-finder, or arbitrator; any disinterested third party who intervenes into negotiation disputes in order to facilitate settlement.

NIGHT PREMIUM -- A wage differential or bonus paid to employees who work on shifts other than the regular day shift.

NORRIS-LAGUARDIA ACT -- The federal law, passed in 1932, which limits the ability of the U.S. Courts to issue injunctions against strikes by labor unions. The Norris-LaGuardia Act also declared Yellow Dog Contracts unenforcable. Many states have "Little Norris LaGuardia" acts to cover industries not engaged in interstate commerce. It is generally agreed these laws do not limit the court's ability to issue injunctions against illegal public employee strikes.

OPEIU - OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION -- A union affiliated with the AFL-CIO, which organizes employees in the public sector. Address: 265 West 14th Street, New York, NY 10011. Monthly publication: The White Collar.

OPEN SHOP -- Place of employment where employees are declared by the employer to be free to join or not join any union; the opposite to union shop.

ORGANIZATIONAL PICKETING -- Picketing an employer to induce his employees to join a union.

PARITY -- Equivalence established between wage rates of different categories of employees. It is commonly employed in the public sector to describe the percentage ratios maintained, especially between the salaries of police and firefighters.

PAST PRACTICE -- A term found in collective bargaining agreements or utilized in the grievance arbitration process to refer to a method of dealing with a matter or events not specifically covered in the collective bargaining agreement.

PICKETING -- The picketing by a union of individuals at an employer's establishment to notify the public that a labor dispute exists, to encourage other workers to join or continue the strike, and/or to prevent employees and others from entering or leaving the premises.

PORTAL-TO-PORTAL PAY -- Payment for time spent in traveling to and from the work area.

PROBATIONARY PERIOD -- Length of time during which employee is on trial with an employer or on a new job. Also know as "trial period."

PROFESSIONAL EMPLOYEE -- One whose work is predominantly intellectual and varied in character, requires exercise of discretion and judgment and knowledge of an advanced nature customarily acquired at an institution of higher learning, and is of such character that the output or result accomplished cannot be standardized in relationship to a given period of time. It is recognized generally that professionals are entitled to separate bargaining units unless they elect to be represented in the same unit as non-professional employees.

PROFESSIONAL SANCTIONS -- Technique developed by National Education Association as alternative to strikes. Sanctions may include any one or combination of the following: Public declaration of unsatisfactory working conditions; recommendation that members of the profession refuse to accept employment in the area; censure, suspension, or expulsion of members who take jobs in the area; campaign to mobilize public opinion and political action to bring about change.

PYRAMIDING -- Payment of more than one premium rate for the same hours of overtime; for example, the payment of daily and weekly overtime of the same hours of work.

QUICKIE STRIKE -- Usually a spontaneous work stoppage of short duration for which the employer has received no advanced notice. Also referred to as "wildcat strike."

RAIDING -- One union's attempt to enroll members of another union which already has an established collective bargaining relationship.

RATIFICATION -- Formal approval of a newly negotiated agreement by vote of the union members who are affected and the elected body who is a party to the agreement.

RECOGNITION -- Formal acknowledgement by an employer that a particular organization has the right to represent employees. Exclusive recognition, where permitted, is accorded an organization supported by a majority of employees in an appropriate bargaining unit and carries with it the sole right to represent all unit employees, members and non-members, in dealings with management.

RED CIRCLE RATE -- A wage rate paid to certain job holders that is higher than the maximum wage rate specified for that job. Red circling is often used when jobs are re-classified down to a lower wage rate. The red circle rate is dropped when the person who held the job during the re-classification leaves the job and subsequently the wage rate returns to normal.

REFERENDUM -- Special election under some state laws in which employees are polled to question whether they wish to authorize their bargaining agent to sign a union-security contract or to rescind such authority previously granted.

REFUSAL TO BARGAIN -- Findings made by the administrative agency indicating that either party has failed to bargain "in good faith" according to the requirements of the statute. The refusal to bargain may be indicated by specific actions or by the overall behavior of the union or management during the negotiations.

RE-OPENER -- A clause placed in a contract which allows either party to re-open the contract to re-negotiate specific items during the term of the contract.

RETROACTIVE PAY -- A delayed wage payment for work already performed at a lower wage rate. Collective bargaining agreements which are signed after the old agreement has expired usually provide that negotiated wage increases will be paid for work completed during the period in between contracts. This is to be distinguished from back pay.

RIGHT TO WORK -- A term used to describe laws which ban union security agreements by forbidding contracts making employment conditional on membership or non-membership in labor organizations.

RIPPLE EFFECT -- The impact of a negotiated wage increase or other economic benefit upon the expectations of other employees covered by other collective bargaining agreements of the same municipal employer.

RUNOFF ELECTION -- A second election in representation disputes which occurs when there are three or more choices on the ballot and no option receives a clear majority in the first election.

SAVINGS CLAUSE -- See SEVERABILITY CLAUSE.

SENIORITY -- Length of service with an employer or in particular classification or department; preference accorded employees on the basis of length of service.

SHOWING OF INTEREST -- The requirement that a union must demonstrate that it has support from employees in the proposed bargaining unit before a representation election will be held; usually in the form of signed authorization cards.

SEVERABILITY CLAUSE -- A clause in a collective bargaining agreement which permits portions of the agreement to remain in effect in the event other portions of the agreement are held to be invalid or un-enforceable.

SICK LEAVE -- Time off granted to an employee to recuperate from illness or accident, during which he retains his employment rights and is compensated for all or part of the time he is off.

SLOWDOWN -- A deliberate reduction of work effort by employees in order to bring economic pressure upon the employer without incurring the cost of a strike.

STRIKE -- A concerted work stoppage by a group of employees to enforce a demand, gain concessions, or protest a grievance. A wild cat strike is a strike not authorized by the union.

SUBMISSION AGREEMENT -- The exact instructions to an arbitrator in a grievance arbitration regarding the issue in the dispute and the limitations on his freedom to make the decision.

SUPERVISOR -- An employee having the authority, and the interest of the employer, to hire, transfer, suspend, promote, lay-off, recall, discharge, assign, reward, or discipline other employees, or to effectively recommend such action, or to adjust employee grievances utilizing independent judgment. Such employees may be excluded from coverage under enabling legislation or placed in separate bargaining units.

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLANS (SUB) -- Private plans, financed by employers, which give compensation to workers who have been laid-off, in addition to public unemployment insurance payments.

SWEETHEART CONTRACT -- A collective bargaining agreement that is not the result of hard bargaining between the parties, but rather signed by the parties in order to benefit each of them personally while avoiding true collective bargaining. A labor organization may seek only a union security provision which would guarantee it a certain income, or the labor negotiators may even get money personally from the employer. The employer generally gets an agreement with wage and hour terms favorable to him, and is given great freedom in the administration of the agreement.

SYMPATHY STRIKE -- A strike by workers not directly involved in a labor dispute.

UNFAIR LABOR PRACTICE -- Also known as a "prohibited practice." A practice on the part of either union or management which violates the provisions set forth by the state or federal labor relations statute.

UNION SECURITY CLAUSES -- Provisions in collective bargaining agreements designed to protect the institutional life of the union.

UNION SHOP -- See FAIR SHARE AGREEMENT.

VACATING AN AWARD -- Setting aside of an arbitration award by a court. The grounds on which awards may be set aside include: Influencing an arbitrator's award by corruption or fraud; failing to provide either party with a fair hearing; exceeding one's powers as an arbitrator. Powers of an arbitrator may be specified by the parties in a submission agreement.

WHITE COLLAR WORKERS -- Workers in office and clerical jobs, in administrative, executive, professional and technical jobs, as distinguished from production workers and maintenance workers.

WILDCAT STRIKE -- Work stoppage by a group of employees without the authorization or approval of the union. A wildcat strike not subsequently approved by the union becomes an "outlaw strike."

WHIPSAWING -- The union tactic of negotiating with one employer at a time, using each negotiated gain as a pattern or base from which to negotiate equal or better terms of settlement with the next employer or in the next contract. Also known as "leap-frogging."

WORK RULES -- Rules regulating on the job standards and conditions of work which may or may not be incorporated into the collectively bargained agreement.

WORKING FOREMAN -- Employee who functions both as a workman and a foreman at the same time; may be a workman part of the time and a foreman the rest of the time; may or may not be considered a supervisor.

ZIPPER CLAUSE -- A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties. Zipper clause is intended to stop either party from demanding renewed negotiations during the life of the contract. It also works to limit the freedom of a grievance arbitrator because he must make his decision based only on the contents of the written agreement. Also known as "entire memorandum of agreement."

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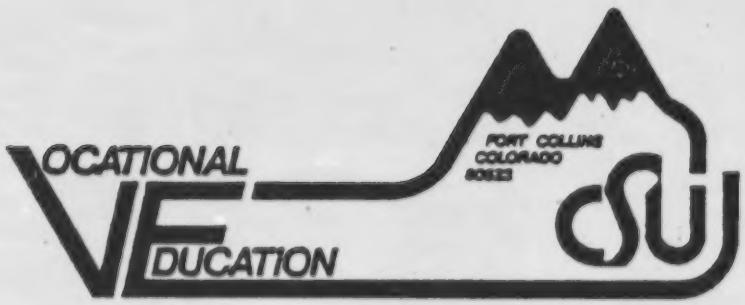

MODULE 9

VOCATIONAL ADMINISTRATORS' LIABILITY

PROFESSIONAL DEVELOPMENT FOR VOCATIONAL ADMINISTRATORS

MODULE 9 -- VOCATIONAL ADMINISTRATORS' LIABILITY

Purpose:

This module will prepare the administrator to be an effective force within the institution in preventing liability.

Rationale:

A sound learning environment can be provided by the administrator when the legal principles and leadership elements are known, particularly as regards the assumption of responsibility and handling it appropriately.

Module Objective:

After completing this module, you will have a basic understanding of liability and your role as leader in the prevention and avoidance of it.

Specific Objectives:

In order to satisfactorily complete this module, you must be able to:

1. Identify and have an awareness of the various facets of law that impinge upon you
2. Protect yourself, the staff, and students with adequate insurance coverage
3. Understand the laws impinging on your role as administrator
4. Protect your staff from liability suits
5. Protect your students from willful, capricious, or improper acts by others (including themselves)
6. Develop an operational plan for avoiding liability.

MATERIALS AND EQUIPMENT NEEDED:

1. Module 9
2. Video recorder and monitor
3. Cassette recorder
4. Slide projector and screen
5. References as listed

STUDENT LEARNING ACTIVITIES

START

Module 9 Objectives #1 and #3

- Identify and have an awareness of the various facets of law that impinge upon you.
- Understand the laws impinging on your role as administrator.

Introductory Information:

The vocational administrator must be able to identify and be aware of the several areas of interaction where the law is involved. This module focuses on the area of liability. There are other areas within which the administrator functions wherein the law prevails. The following information sheet is a short review of these other areas especially as they have pertinence to liability.

Caution

REQUIRED LEARNING ACTIVITY

1. Read Information Sheet #9A.

Organize
Perform Tasks
Evaluate

OPTIONAL LEARNING ACTIVITIES:

1. Compile a listing of your activities which are governed by law and identify the law.
2. Read Colorado School Law 1976, Title 22 - Education, Title 23 - Higher Education and Vocational Training; read all articles in these two titles.

PROCEED

INFORMATION SHEET #9A

Vocational Administrators' Liability

INTRODUCTION

With reference to liability, the vocational administrator is in a position that is quite active. The administrator is called upon to consult with (even lead in some cases) the governing board regarding those activities which have legal implications. In addition, the administrator must design and direct an instructional program which has many elements of law impinging upon it; i.e., the teachers, the students, the program, as well as other administrative persons and functions.

The following information is just a brief treatise of these areas in general. The other learning activities of this module "zero in" on liability.

GOVERNANCE

School boards need to understand their legal rights and responsibilities so they can do their job with the least amount of exposure to liability as possible. The board's power is generally regarded as that which is specifically granted to it by the legislation that created it and such other enactments that have transpired since its beginning, as well as, such other power that may be implied by actions taken.

Commonly, the administrator may be the first person to be consulted and make recommendations on questions of policy the board may be considering. The basic authority of the board is challenged each year in the courts of the United States. There is a continual defining of the board and its proper and legal role in the instructional arena -- the administrator must be aware of what that role is and about how far it can be expected to extend.

FINANCE

The administrator is closely involved with the board in the matters of finance. There has been at least two areas lately, which have been sources of special problems; public monies used to educate in the private institutions and the degree of equality that must be exercised in planning educational opportunities (Title IX of the Educational Amendments of 1976 is especially important). A third area which has always been filled with legal implications is the issue of school taxes.

The following summarizes very briefly the sources within a district which can create special problems in the above mentioned areas:

1. Public monies used in private institutions for the reasons of (a) transportation of private school students on public vehicles; (b) auxiliary services such as medical services provided by public schools for private school students; and (c) the purchase of textbooks and other instructional supplies by public monies for use in private schools. In general, the First Amendment is the standard which is used by the courts on matters such as this. However, the latest Vocational Education Amendments (1976) must be dealt with in the fuller understanding and application of law at the present time.
2. The degree of equality of educational services provided students is continually being interpreted since the enactment of Title IX of the Education Amendments. One of the major issues that has been clarified is that of equal opportunities for girls in athletic programs. In vocational education, the issue of equality stands as a benchmark because it has maintained equal opportunity for any student who was able, could use, and benefit from training regardless of sex.
3. The power to tax will always be a source of difficulty for school districts. It is the right of the local and state governmental units to do so. The problems lie primarily in what is taxed (real estate, personal property, etc.), how much tax rate is levied, and what the tax revenues are used to purchase.

PROPERTY

The proper management of land and facilities is of basic importance for today's administrator. Although the number of lawsuits regarding school location and construction have decreased compared to other areas of administrative responsibility, there are still problems related to this, with declining enrollments causing school closures. School board decisions (along with administrative advice) is being scrutinized very carefully to be sure that cost considerations are not taking absolute priority over the general welfare and equal educational opportunity.

Following is a partial list of possible legal entangling areas:

1. Authority over school properties
2. Ownership and title to school property
3. Authority to set and move district boundaries
4. Condemnation proceedings
5. Location and construction of buildings
6. Referendum on school issues
7. Zoning matters
8. Contracts and bids for building and materials
9. Use of school property
10. School closures
11. How to dispose of school properties
12. Busing
13. Student assignment.

STUDENTS

The area of tort liability is mainly directed at instructor negligence, malpractice, defamation, and assault and battery as regards students. However, the instances for litigation goes far beyond that.

Although the last year or so has been quiet, relatively speaking, desegregation, busing, students' rights, racial discrimination, disciplinary methods and procedures, and substantive rights (hair length, dress codes, etc.) are all issues that bear attention. With the recent emphases in the Vocational Amendments on equal opportunity for girls, the handicapped, and disadvantaged, litigation may be on the increase as the laws are tested and tried as to meaning, scope, and extent.

Athletic and student activities present many cases of liability as well as punitive litigation. The most recent cases seem to center on sex discrimination (stimulated by Title IX) but there were others which had to do with eligibility to participate in athletic events.

One of the big issues that is facing schools and school people is the "right to read" concept. There are two cases under litigation at this time which will be giving direction to future curriculum developments and staff emphasis. The question seems to be to what extent the school system is held responsible to teach students those fundamental skills that they need for "life, liberty, and the pursuit of happiness."

It is apparent that the situations involving students' rights will continue to be pressing. Issues such as compulsory attendance, overcrowded conditions in some schools, medication (or drugs), etc., will ebb and flow. The prudent vocational administrator will be sensitive and aware of local conditions and emphasis of public concern.

EMPLOYEES

Without a staff of certificated professionals and a support staff, there will be no instruction. The instances are voluminous wherein the law is involved in employee/employer relations. The basic areas that the vocational administrator should be aware of and somewhat knowledgeable about are:

1. Discrimination (racial, sex, etc.)
2. Dismissal and discipline of employees
3. Tenure and seniority
4. Due process
5. Leaves of absence, retirement, etc.
6. Collective bargaining
7. Employees' rights.

Each of these basic areas carries with it very unique and yet a very common thrust; that is, that teachers, custodians, groundsmen, and counselors have rights that are held sovereign and yet must be exercised in ways that lend credit to the purpose of the educational mission. For example, the right of free speech under the First Amendment does not protect a

teacher who advocates revolution or rebellion. The public and the mores of that public are under trust also and the courts give credence to that trust.

SUMMARY

The vocational administrator is a leader in many ways. It behooves the successful administrator to understand the basic elements of law, know the areas in which legal counsel must be sought, and play an instrumental role of advising the constituencies about legal implications.

STUDENT LEARNING ACTIVITIES

START

Module 9 Objectives #4 and #6

- Protect your staff from liability suits.
- Develop an operational plan for avoiding liability.

Introductory Information:

Without a plan, the knowledgeable vocational administrator will be hard pressed to lead the institution toward its goal. Through a knowledge of negligence, the vocational administrator can communicate the essence to the staff and board so that incidence of litigation can be limited. It seems trite, but the use of sound judgment in the day to day activities of school business is the key to limiting suits, and this must be a part of the plan.

Caution

REQUIRED LEARNING ACTIVITIES

1. View video tape package #VT9A.
2. Read Colorado Governmental Immunity Statute passed in 1972, CRS 1973 (Article 10).

Organize
Perform Tasks
Evaluate

STUDENT LEARNING ACTIVITIES

START

Module 9 Objectives #2 and #5

Protect yourself, the staff, and the students with adequate insurance coverage.

Protect your students from willful, capricious, or improper acts by others (including themselves).

Introductory Information:

Students have rights just as teachers have. It is imperative that all who act in loco parentis as regards students, realize that they act as parent protem with certain rights and responsibilities of the parent.

It is important that proper and adequate insurance be held by all school personnel including board members.

Caution

REQUIRED LEARNING ACTIVITY

1. View slide tape package #ST9A.

Organize
Perform Tasks
Evaluate

OPTIONAL LEARNING ACTIVITIES:

1. Contact your school legal counsel and discuss the elements of liability that you have been studying.

2. Hold a short in-service session in conjunction with a scheduled board meeting reviewing the elements of liability with your board.

TERMS TO KNOW AND UNDERSTAND

CIVIL SUIT -- An action or a process in a court of law for the recovery of a right or claim of the private nature.

COMMON LAW -- That portion of the code of law which occurs out of court decisions (not out of legislative enactments).

CONSENT -- Compliance or approval of what is done or proposed by another.

CORPORAL PUNISHMENT -- Discipline of a physical nature administered by an adult to a child ranging in severity from a slap to a spanking.

CRIMINAL SUIT -- An action or a process in a court of law for the recovery of a right or claim of the public or social nature.

DEFENDANT -- A person (or legal entity) required to respond to an action or suit at law or equity or in a criminal action.

DUE PROCESS -- A course of proceedings at law, may be carried out through agency rules or other devices in accordance with the laws of the land.

IMMUNITY -- An entity usually not subject to lawsuit. Sovereign immunity is a condition wherein the government or its various parts are not subject to lawsuit.

LIABILITY -- Responsibility (borne by persons responsible for others).

LIBEL -- To hurt the reputation of others by malicious or unfair statements of insinuations - in writing.

MAL FEASANCE -- Negligent action.

MALPRACTICE -- The "violation of a professional duty to act with reasonable care and in good faith without fraud or collusion" (3rd edition, Rochester, NY: Lawyers' Coop Publishing Co., 1969, p. 769).

NEGLIGENCE -- Action which is not affirmative and as a reasonable and prudent person who is faced with the same situation would act. Failure to act can also be negligent.

NON FEASANCE -- Negligent failure to act.

PLAINTIFF -- The person (or legal entity) who commences a personal action or lawsuit to obtain remedy for an injury to personal rights.

SLANDER -- Oral communications which wrongfully defames or maligns the character of another and a listener then has less regard for that person.

SUBPOENA -- A writ commanding a person to attend court under penalty for failure.

TORT -- The breaking of law against a person - people have the right of security in life, liberty, and property.

UMBRELLA COVERAGE -- Insuring oneself for liability as well as other elements of protection under the coverage of one policy.

VULNERABLE -- Open to attack or damages, physical or mental.

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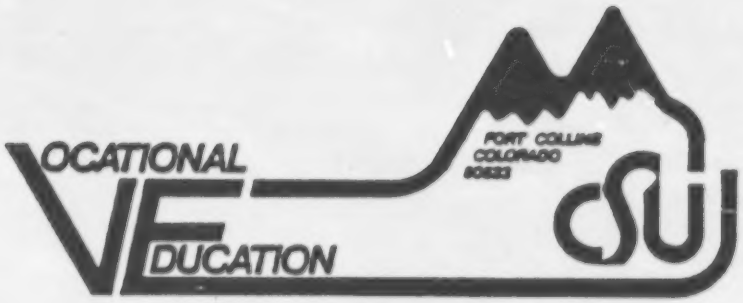


MODULE 10

SYSTEMS APPROACH FOR A SAFETY AND HEALTH PROGRAM

PROFESSIONAL DEVELOPMENT FOR VOCATIONAL ADMINISTRATORS

Professional Development for Vocational Administrators

Module 10 -- Systems Approach for a Safety and Health Program

Purpose:

The purpose of this module is to provide an introduction to safety and health programming. Through this introduction, you will be able to develop a systematic way of planning, programming, evaluating, and correcting a viable, effective safety and health program in your educational plant.

Rationale:

You, as the educational leader of your institution, will show by your actions as well as by what you say that safety and health are high priority items as you proceed to fulfill the educational mission. It will be apparent that you are convinced that everyone must be safety and health conscious, from the board, through your office, to teaching staff, students, parents, and community.

Module Objective:

Upon satisfactory completion of this module, you will be prepared to design and implement a systems approach for your safety and health program.

Specific Objectives:

In order to satisfactorily complete this module, you must be able to:

1. Explain your priority and your attitude toward safety and health in your role as leader
2. Develop a philosophy statement, basic objectives, and specific activities for a viable safety and health program
3. Set up a safety committee and provide it with the legislative background for its work
4. Review and make some judgment about the safety and health environment of your institution
5. Convey to all constituencies the legislation which is the minimum provision for a safety and health program
6. Design and implement a systems approach for your safety and health program.

MATERIALS AND EQUIPMENT NEEDED:

1. Module 10
2. Video recorder and monitor
3. Cassette recorder
4. Slide projector and screen
5. References as listed

STUDENT LEARNING ACTIVITIES

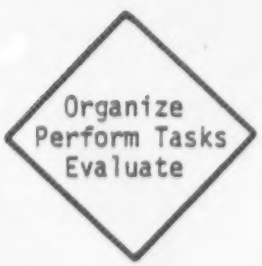
Module 10 Objective #1 → Explain your priority and your attitude toward safety and health in your role as leader.

Introductory Information:

You have an excellent staff and an adequate student enrollment. Now, one of your priority tasks is to keep them all "on the job," so to speak. Staff can only be effective when they are on the job and healthy. The same seemingly mundane truth goes for students -- they learn best when at school and feeling healthy. The safe and healthful environment of your school is of prime importance to the fullest accomplishment of the educational mission. This module focuses on the design and implementation of a viable safety and health program. Your program will consider the needs of all who work and learn in your institution.

REQUIRED LEARNING ACTIVITIES

1. Read Information Sheet #10A and evaluate your "safety attitude."
2. Review the mission, goals, and objectives of your institution.
3. Review your staff and student handbooks as regards to safety and health elements.



OPTIONAL LEARNING ACTIVITY:

1. Call a local industrial installation and review its safety program.

PROCEED

INFORMATION SHEET #10A

A Leader's Role in Safety and Health

The phrase that often follows an accident (for those who live to tell about it) is, "I just didn't realize . . ." Have you heard this before? If so, it is very possible the safety and health program you thought was working may not be to the extent it should. What did you do about it? How you handled the situation as well as how you amended your institutional program is a measure of your administrative prowess.

One viewpoint that you might consider in your review of your safety and health program attitude is termed "professional pessimism." The point of this cliché is that you can have all the safety equipment you need, goggles, hard hats, fire hoses, safety belts, etc., but you must still see to it that these things are used as a matter of course. We all know that people get "safety lazy," knowing what and how to work and play safely and healthfully but just not doing it. It has been reported that a high percentage of the accident problem is people -- how can you let upon showing others and leading others in ways of safety and health on the job.

The safety and health program at your institution needs to have its philosophical base in the mission and policy statements of the governing board. The thrust continues through the various advisory committees and, of course, through you, the vocational administrator. The teaching staff has a very special part to play in the implementation of the activities of safety and health practices. Students must be involved in any safety and health program that is successful. Finally, all other staff must be motivated to be safety conscious. The program is one, among others in your institution, which touches every person. It is very important.

Specifically, your role as vocational administrator is leadership. In the absence of administrative commitment, the safety and health program will lack prominence in the on-going operation of the educational unit. The leadership must provide the atmosphere of safety and personal involvement. The out-moded leadership role of central agency enforcement is passé. Safety and health principles should not be legislated by the "head office." This is the least effective way of putting a program in place. The other danger of "head office" pressure is when the administrator becomes chief investigator or inspector. Obviously, this type of administration is destructive to morale and creates a basic rejection of the safety attitude.

There will be incidents when people "let down" and accidents occur. The consequence of this "accident behavior" results in unsafe action and often accidents. One formulation by McCormick and Tiffin (page 518) follows the manner in which: (1) personal characteristics can be viewed as serving, (2) as the basis for certain behavior tendencies, which (3) in turn produce types of behavior which (4) are of accident nature:

Personal Characteristics	Predisposing Behavior Tendencies	Types of Behavior in Specific Circumstances	Incidence of Accident Behavior
Personality Intelligence Motivation Sensory Skills Motor Skills Experience Etc.	Undesirable Attitudes & Habits Lack of Specific Abilities Tendency to Assume Risk Etc.	Inattention Forgetfulness Misperception Failure to Follow Procedures Inadequate Performance Assuming Excessive Risk Etc.	Probability Rate of Accident Behavior

When the vocational administrator is aware of this sequence of human elements, there can be some planning accomplished affecting hiring practices, placement in the work environment,

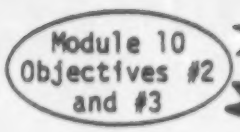
and the setting of the emotional atmosphere of the institution. Each of these three tasks are very important for the administrator with which to deal.

The fact remains that the vocational administrator doesn't delegate the ultimate responsibility to some other group or person. However, it is relegated to an appropriately constituted group (staff and students) which has been given benefit of the best thinking and input of the administrator. In addition, an example must be set by the administrator of sound and consistent safety and health practices. Finally, the administrator must show others the priority of a safety and health program by providing time and funds sufficient for the purpose. Time must be provided for the staff to become sufficiently in-serviced to do the job with students of the funds available to hire safety and health experts. Of course, both are necessary.

A vocational administrator is not a safety engineer, but must have an understanding of institutional safety and health. A program of safety and health must be designed by all affected and then communicated to the entire staff and taught to students. The key point in the previous sentence is "communication." Information and procedures must be clear, simply, and straight forward. Periodic checks must be made by the safety committee to remind everyone about the basic institutional rules and specific hazards that may be existent. The lack of or faulty communication can wreck a good system of any type.

Ultimately, the vocational administrator must exercise the best of leadership techniques and expertise inculcating the safety and health program. It must come through efforts of philosophy, attitude, intention, financial commitment, etc. It must include all who are affected by the program and communicated in simple, direct language. Yet, still there will be accidents that occur. There must be continual review and correction to the system whenever appropriate. Only as these things occur can the highest production be forthcoming as regards to mission accomplishments.

STUDENT LEARNING ACTIVITIES



Develop a philosophy statement, basic objectives, and specific activities for a viable safety and health program.

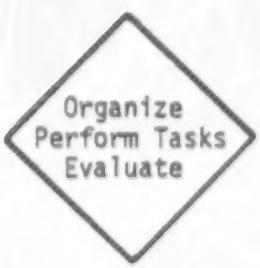
Set up a safety committee and provide it with the legislative background for its work.

Introductory Information:

It is imperative that your safety and health program be based on acceptable philosophy. Further, programs of this type are much more acceptable when the persons affected have input and involvement.

REQUIRED LEARNING ACTIVITIES

1. View video tape package #VT10A and note the safety committee involvement.
2. Relate the mission, goals, and objectives of your institution in a statement of philosophy as regards safety and health.



OPTIONAL LEARNING ACTIVITY:

1. Develop the names and addresses of agencies in your area which can help in your program.

STUDENT LEARNING ACTIVITY

Module 10 Objective #4 → Review and make some judgment about the safety and environment of your institution.

Introductory Information:

A quick shop safety checklist has been included. It will take about ten minutes to do for each shop or laboratory area. It is used to review the major safety and health aspects of each area.

REQUIRED LEARNING ACTIVITY

1. Use the Shop Safety Checklist (Information Sheet #10B) to review the major aspects of safety and health in your institution.

PROCEED

INFORMATION SHEET #10B

Shop Safety Checklist

DIRECTIONS

A. This brief checklist is a stimulus for regular and periodic inspection of your facilities.
B. This inspection could best be done by the instructional staff in each service area.
C. Ample time should be allocated that this inspection can be done thoroughly and done well.
D. It is imperative that follow up be a part of this inspection -- to be sure that those corrections that need to be done are done in a reasonable time.
E. Finally, please remember that a safe environment is an excellent way to teach safety habits. Students need models not critics.

A PLACE TO BEGIN

A. What is the instructor's (your) attitude toward:

1. Thinking, speaking, and acting within the safety habit?
2. Integrating the safety habit into classroom teaching in "neat" ways?
3. The fact that the safety habit is a required part of the course?
4. Supervision in the shop at all times?
5. Students in the shop, working on projects before and after class is scheduled?
6. Injuries being reported, no matter what the extent?
7. The state laws and federal mandates regarding safety?
8. The absolute need for shop safety?
9. First aid training and updating classes for teachers?
10. Organizing students so that "house keeping" is shared by everyone?

(Circle one -- satisfactory or unsatisfactory.)

B. Some general safety conditions that need inspection are:

1.	First aid kits	S U
2.	Housekeeping, generally	S U
3.	Housekeeping equipment available	S U
4.	Adequate number of waste containers, properly placed	S U
5.	Plugs and extension cords in good condition and grounded appropriately	S U
6.	Stepladders in good repair	S U
7.	Fire extinguishers checked and instructions on use readily available	S U
8.	Lighting adequacy	S U
9.	Ventilation adequacy	S U
10.	Exits clearly marked and accessible (both sides)	S U

C. Review how the students are dressed:

1.	Safety goggles (glasses)	S U
2.	Face shields	S U
3.	Shop coats (if required)	S U
4.	Loose or unsafe clothing	S U
5.	Proper shoes	S U

D. Inspect the storage of materials:

1.	Are racks available and in good repair?	S U
2.	Are materials stored in proper places, in the proper ways?	S U
3.	Is lighting in storage areas adequate?	S U
4.	Are the racks overloaded, shelves sagging, etc.?	S U
5.	Are bins, boxes, or other such containers properly labeled?	S U
6.	Are the storage areas neat and orderly?	S U

G. Review shop layout:

1. Is the flow of students and materials smooth? S U
2. Are floors appropriate for the use - in all the various areas? S U
3. Are aisles and exits clear? S U
4. Are safety lanes painted on the floors? S U
5. Are electrical circuits properly "loaded?" S U
6. Are all light switches and outlets easily accessible and in good repair? S U
7. Are good housekeeping practices in place in all areas? S U
8. Are all tools and equipment given adequate space for easy use? S U
9. Are storage areas in proper relation to the work areas so that instruction is expected? S U
10. Is ventilation proper for spray areas? S U
11. Are heating pipes and radiators safely away from combustible materials? S U

H. Miscellaneous safety elements that need review are:

1. Accident report forms - available in every office? S U
2. Adequate signs and posters showing safety directions, exits, etc.? S U
3. Adequate forms filled out on each student using the facilities? S U
4. All students have safety instructions and literature in their possession? S U
5. Is there a student safety committee which regularly inspects and reports to administration? S U

E. Review the equipment and hand tool conditions:

1. Are the tool panels and tool room adequate in size? S U
2. Are the tool panels and tool room adequately marked and orderly? S U
3. Are the tools that are ready for use in good safe repair: sharp, clean, oiled, etc.? S U
4. Are control switches easily accessible? S U
5. Are all moving parts, belts, pulleys, etc., covered for protection? S U
6. All equipment is situated for easy and safe access? S U
7. Danger zones are marked appropriately? S U
8. Visitor lanes are used and marked appropriately? S U
9. The curriculum contains proper balance of safety instruction elements? S U
10. Are the walk areas around equipment treated for non-slip? S U

F. Inspection of fire hazards:

1. Combustible materials are in properly marked containers? S U
2. Combustible waste materials are in approved waste containers? S U
3. Fire extinguishing equipment is readily available and in a state ready to be used? S U
4. Are fire drills practiced regularly? S U
5. Good housekeeping is practiced in the shop? S U

6. If a safety pledge by students is made, are they on file? S U
7. Students are not used to "fetch" materials or parts? S U
8. Lockers are inspected for cleanliness and fire hazards? S U
9. Stairways are well lighted and structurally safe? S U
10. Provisions are made and in place for handicapped and disabled students? S U

RECOMMENDATIONS

Following are recommendations for those areas that need rectifying:

STUDENT LEARNING ACTIVITIES

START

Module 10 Objectives #5 and #6

Convey to all constituencies the legislation which provides the minimum provisions for your safety and health program.

Design and implement a systems approach for your safety and health program.

Introductory Information:

If the safety and health program is going to serve the needs of the staff and students, additional information about the minimal levels of the program as stipulated by law will be helpful. This slide tape presentation will show you a model systems approach to developing and implementing a safety and health program.

Caution

REQUIRED LEARNING ACTIVITIES

1. View slide tape package #ST10A.
2. Design a viable systems approach for safety and health in your institution.

Organize
Perform Tasks
Evaluate

OPTIONAL LEARNING ACTIVITY:

1. Contact the Regional Planner for your area from the State Board of Vocational Education for information on in-service programs, etc.

A List of Addresses You Should Have

The National Safety Council
425 North Michigan Avenue
Chicago, IL 60611
(312) 527-4800

U.S. Department of Labor
Occupational Safety and Health
Administration
Federal Building
Room 15010
P.O. Box 3588
1961 Stout Street
Denver, CO 80202
(303) 837-3883

U.S. Department of Labor
OSHA, Information Services
Office
1726 "M" Street, N.W.
Washington, DC 2005
(202) 655-4000

Colorado Division of Labor
1313 Sherman
Denver, CO 80203
(303) 839-3774

Colorado Department of Health
4210 East 11 Avenue
Denver, CO 80211
(303) 388-6111

Colorado Industrial-Safety
Commission
State Services Building
Denver, CO 80203
(303) 839-2446

State Board for Community Colleges
and Occupational Education
207 State Services Building
1525 Sherman Street
Denver, CO 80203
(303) 839-3071

TERMS TO KNOW AND UNDERSTAND

ACCIDENT -- An unplanned and uncontrolled event in which the action or reaction of an object, substance, person, or radiation results in personal injury or the probability of injury occurring.

ANNUAL SUMMARY -- The yearly review of all records and reports of injuries and illnesses for the institution compiled for the purposes of evaluation and correction (if possible).

ATTITUDE -- The mental "fix" or feeling with regard to health and safety.

COMPLIANCE -- Conformity in fulfilling formal or official requirements for health and safety.

COSH -- Colorado Occupational Safety and Health Act -- state level fulfillment of the federal law.

HEALTH-SAFETY COMMITTEE -- A group of people who commit themselves to the health and safety of others and conduct periodic inspections, sponsor in-service health and safety experiences, etc.

HOUSEKEEPING -- A program of maintaining the general appearance and orderliness of the building and surrounding areas. Elements to be considered are cleanliness, sanitation, storage, waste containers, etc.

IN LOCO PARENTIS -- In the place of the parent, the school plays this role in so far as the purposes of education and training are concerned.

INSURANCE -- Coverage by contract whereby one party agrees to protect another against loss by a specified event or peril.

MAINTENANCE -- To keep in an existing state of repair.

OSHA -- Occupational Safety and Health Act -- the federal law which extends coverage to all employers not subject to previously existing federal safety law.

PROCEDURE -- A series of steps followed in sequence to best implement a health and safety program.

RECORDABLE ACCIDENT -- A student injury which causes the loss of one-half day or more of school time, the like amount of non-school time, or property damage.

REGULATORY AGENCY -- An administrative division of the government (any level) authorized to govern or direct the rules and regulations written to implement the laws.

REPORTABLE ACCIDENT -- A school accident resulting in student injury or property damage or a non-school accident causing restriction of student activity.

SAFE -- Free from injury or risk; secure from danger or loss.

SAFETY TRAINING -- A process of developing skills in the use of safe work methods and the application of safe practices under working conditions.

SANITARY -- Free from filth or infectious matter.

SCHOOL POLICY HANDBOOK -- A booklet (looseleaf) in which is found the goals, objectives, standards, and guidelines pertaining to the health-safety program.

STANDARDS -- Levels set up as rules for measure or as the models to be followed.

SYSTEMS APPROACH -- The design of aggregating or assembling elements of safety and health which are interrelated and interdependent in accomplishing some objective.

WORK ENVIRONMENT -- The physical location, equipment, materials, processed or used, and the kinds of operations performed by an employee in the performance of the job, on or off the school premises.

SUGGESTED READINGS

McCormick, Ernest J. and Tiffin, Joseph. Industrial Psychology. 6th ed. New Jersey: Prentice-Hall, Inc., 1974, Chapter 19.

Miner, John E. and Miner, Mary Green. Personnel and Industrial Relations - A Managerial Approach. 2nd ed. New York: The Macmillan Company, 1973, Chapter 18.

Strong, Merle E., ed. Accident Prevention Manual for Training Programs. American Technical Society, 1975.

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